

STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSAL (RFP)

FOR

INDEFINITE QUANTITY CONTRACT (IQC)

TO IMPLEMENT RENEWABLE ENERGY PROJECTS

I.D. NO. 001IT817107

Date: January 18, 2008

STATE OF MARYLAND

DEPARTMENT OF GENERAL SERVICES

Alvin C. Collins, Secretary
State Office Building
301 West Preston Street
Baltimore, Maryland 21201

BOARD OF PUBLIC WORKS

Martin O'Malley, Governor
Peter Franchot, Comptroller
Nancy K. Kopp, Treasurer

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

In order to help us improve the quality of State proposal solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposal. If you have chosen not to proposal on this contract, please fax this completed form to: 410-333-5164 (Attention: Debbie Pecora)

TITLE: TO IMPLEMENT RENEWABLE ENERGY PROJECTS
SOLICITATION NO. NO. 001IT817107

1. If you have responded with a "no proposal", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the Contract is not something we normally provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Please Explain in Remarks Section)
- ☐ The scope of work is beyond our current capacity.
- ☐ Doing business with Government is simply too complicated. (Please Explain in Remarks Section)
- ☐ We cannot be competitive. (Explain in Remarks Section)
- ☐ Time allotted for proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are prohibitive. (Explain in Remarks Section)
- ☐ Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in Remarks Section)
- ☐ MBE requirements (Explain in REMARKS section.).
- ☐ Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. (Explain in Remarks Section)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a proposal or proposals, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND Request for Proposals

TO IMPLEMENT RENEWABLE ENERGY PROJECTS I.D. NO. 001IT817107

RFP Issue Date: January 18, 2008

RFP Issuing Office: State of Maryland
Department of General Services
Procurement and Logistics Division

Procurement Officer: Debbie Pecora
Office Phone: (410) 767-4945
Fax: (410) 333-5164

E-mail: Debbie.Pecora@dgs.state.md.us

Pre-Proposal Conference: February 1, 2008 at 10:00 a.m.
Executive Conference Room
14th Floor
301 W. Preston Street
Baltimore, MD 21201

Proposals are to be sent to: Department of General Services
Procurement & Logistics, Management Support/BPW
Office
301 W. Preston Street, Room M-6
Baltimore, Maryland 21201
Attention: Debbie Pecora

Closing Date and Time: February 19, 2008 at 2:00 p.m.

NOTE

Prospective Offerors who have received this document from the Department of General Services' web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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1. Bid Proposal Affidavit
2. Contract Affidavit
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SECTION I – PROCUREMENT OBJECTIVE

1. SUMMARY STATEMENT

In July 2007, Governor O'Malley announced the EmPower Maryland initiative which challenged us to reduce the State consumption of energy by 15% per capita by 2015, and the State government is proceeding to lead by example through conservation. This RFP will assist toward the State of Maryland efforts in reducing our consumption of fossil fuel energy by implementing several renewable energy projects throughout the State.

The primary purpose of this solicitation is to select a qualified list of firms who have the capability to develop and implement comprehensive renewable Solar, Wind, Biomass and other renewable energy projects. The State plans to enter into Power Purchasing Agreement (PPA) with the selected firms who will design, build, own, operate, maintain, and finance these projects at selected state of Maryland sites. The State could also use the selected firms under this Indefinite Quantity Contract (IQC) to enter into a joint ownership of renewable energy projects at State or other sites.

- A. The State of Maryland is issuing this Request for Proposals (RFP) to establish a list of qualified firms to:
 - 1) Provide and develop (design-build) groups of small/large renewable energy projects such as solar, wind, and biomass;
 - 2) Provide all necessary engineering feasibility studies and calculations for the proposed project;
 - 3) Provide installation of the complete renewable energy system, including all mechanical, electrical, structural, etc. for a complete and finished product;
 - 4) Operate and maintain the renewable energy system for the life of the contract and/or installation; and
 - 5) Provide metering and monitoring of energy supply, use and costs.
 - 6) Perform in accordance with all Federal, State and Local Laws, Rules and Regulations
- B. The State intends to solicit proposals from all qualified firms selected under this IQC for individual project sites as identified by the State.
- C. The State reserves the right to apply, before or after award of the contract, any reciprocal preference for Resident Bidders as set forth in Section 14-401 of the State Finance and Procurement Article of the Annotated Code of Maryland, at no additional cost to the State. As allowed by Section 14-401(d), a nonresident bidder or submitting a bid or proposal shall attach to its bid or proposal a copy of the current statute, resolution, policy, procedures, or executive order of the resident state of the nonresident bidder or that pertains to that state's treatment of nonresident bidders or s. A resident is defined as an whose principal office is located in the State of Maryland.

SECTION I – PROCUREMENT OBJECTIVE

2. SUBMITTAL INSTRUCTIONS

- A. This solicitation shall be conducted in accordance with and is subject to the Code of Maryland Regulations (COMAR) Title 21, and State Finance and Procurement Article, except as otherwise indicated.
- B. Any selection made pursuant to this solicitation is tentative, and may be executed by the State only upon approval by the Board of Public Works of Maryland.
- C. Technical Proposals will be accepted from firms that offer a qualified design team either in-house or under contract to them to provide the complete feasibility study and design services required for renewable energy projects, qualified maintenance personnel to provide preventive maintenance and service throughout the length of the contract, financing for all capital costs of the project, and a guarantee to provide energy at an agreed upon price throughout the life of the Contract.
- D. Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- E. An unbound original and five (5) bound copies of the Technical Proposal must be received by the Procurement Officer, at the address listed, no later than February 19, 2008, 2:00 p.m. (local time) in order to be considered. It is the responsibility of the to ensure receipt of proposal to the Procurement Officer by the due date and time. Proposals received after due date and time will be returned unopened. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, name and packaged with the original copy of the technical proposal.
- F. Requests for extension of this date or time will not be granted. s mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, Februaray 19, 2008 at 2:00 p.m. (local time) will not be considered and returned unopened. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- G. Sealed Proposals must be submitted to the issuing office no later than 2:00 p.m. on February 19, 2008.
- H. Pre-proposal conference will be held on February 1, 2008 at 10:00 a.m. at 301 West Preston St, in the 14th Floor Conference Room. Attendance is not required but highly recommended.

SECTION I – PROCUREMENT OBJECTIVE

- I. The Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
- J. The shall review all certificates and affidavits contained in the RFP and should either execute or be prepared to execute them, as appropriate. In the event that they cannot be truthfully executed, the shall so notify the State.

3. PROCUREMENT METHOD/PROCESS

- A. The procurement method being utilized in the conduct of this project is Competitive Sealed Proposals in accordance with COMAR 21.05.03.
- B. Selection of firms under this agreement will be made to those successful s whose Technical Proposals are determined to be the most advantageous to the Sate. Proposals will be evaluated based on the evaluation criteria isted in Sections V of this RFP.
- C. Proposals will not be opened publicly, but shall be opened in the presence of at least two State employees. The register of Proposals will be open to public inspection only after final award of the Contract.
- D. A maximum of five (5) firms in each of the three (3) renewable energy categories will be selection based on the highest ranked firms.
- E. This agreement will be effective for a period of 24 months effective following BPW approval with the unilateral option for two additional 12 month periods.

4. CONTRACT AWARDS

- A. All Contracts exceeding \$200,000 must be approved by the Board of Public Works.
- B. The State's selection of successful s under this agreement does not bind the State or the to enter into any tasks.

5. INDIVIDUAL PROJECT AWARDS

Individual project(s) announcements will be sent to the list of qualified firms. Successful bidders will be selected based on the criteria outlined in Section VI of this RFP.

6. ISSUING OFFICE AND PROCUREMENT OFFICER

Issuing Office: Office of Procurement and Logistics

SECTION I – PROCUREMENT OBJECTIVE

Department: General Services
Address: 301 West Preston Street, Room M-10
Baltimore, Maryland 21201

Phone: (410) 767-4945 to request bid documents
Facsimile No.: (410) 333-5164
Procurement Officer: Debbie Pecora (410) 767-4945
Debbie.pecora@dgs.state.md.us

For all matters for (1) all purchases, orders, changes or modifications during performance of the contracts awarded under this agreement, and (2) all disputes arising under the contracts subsequent to final award, the sole point of contact in the state for purposes of this RFP and any contract awarded under this RFP is the Procurement Officer. No State or DGS employee, official or representative has authority to change requirements of the contract except the Procurement Officer or his or her designated Representative subject to the limits of their authority and other limitations imposed by law.

DGS may change the Procurement Officer at any time by written notice to the contractor(s).

SECTION II – DEFINITIONS

1. DEFINITIONS

In this RFP, the following terms have the meanings indicated:

- A. “Approved Equal” means those supplies or services, or compatible items of construction whose quality, design, or performance characteristics are functionally equal or superior to an item specified.
- B. “Change Order” means a written order signed by the responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Procurement Officer to order with or without the consent of the Contractor.
- C. “Code” means the Annotated Code of Maryland.
- D. “COMAR” means the Code of Maryland Regulations.
- E. “Consulting engineer” means the State’s designed representative for design and engineering oversight.
- F. “Contract” means the written agreement executed between the State and the successful , covering the performance of the work and furnishing of labor, services, equipment, and materials, by which the Contractor is bound to perform the Work and furnish the labor, services, equipment and materials, and by which the State is obligated to compensate them, therefore at the mutually established and accepted rate or price. The Contract shall include the Technical Proposal, RFP and amendments/addenda thereto, plans and specifications developed by the Contractor, Contract forms and bonds, notice to proceed, and any written change orders and supplemental agreements that are required to complete the construction of the Work in an acceptable manner, including authorized extensions thereof. (Said documents are sometimes referred to as the “contract documents.”)
- G. “Contractor” means the person or organization having direct contractual relation with the State for the execution of the “Work.” If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- H. “Contract Documents” means this RFP, all addenda to the RFP, the successful s’ Technical Proposal, successful s’ construction drawings and specifications, other documents that may be referenced in the RFP or written contract, and the written contract.
- I. “Contract Price” means the amount payable to the Contractor under the Contract terms.
- J. “Contract Time” means the number of calendar days shown in the contract documents indicating the time allowed for the completion of the work contemplated in the Contract.

SECTION II – DEFINITIONS

- K. “Critical Path Method (CPM)” means a scheduling/management tool showing a network or work elements or activities for a construction project.
- L. “Day” means calendar day unless otherwise designated.
- M. “Department” means the Department of General Services, State of Maryland.
- N. “DGS” means the Department of General Services, State of Maryland.
- O. “Employee” means all employees of the State of Maryland, whether classified, unclassified, or employed under a personal services contract of employment. It does not include independent contractors or successful s.
- P. “Notice to proceed” means a written notice to the Contractor of the date on or before which they shall begin the performance of the Work to be done under the Contract.
- Q. “OPL” means the Office of Procurement and Logistics of the Maryland Department of General Services.
- R. “Owner” means the State of Maryland or that Agency of the State administering the contract.
- S. “Payback Period” means the amount of time, in years, that the State will need to pay for the cost of the project, including all planning, engineering, design, construction, start-up, training, on-going maintenance, and interest for the length of the loan period.
- T. “Payment Bond” means the security in the form approved by the Department and executed by the Contractor and its surety, subject to Title 17, Subtitle 1 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- U. “Performance Bond” means the security in the form approved by the Department and executed by the Contractor and the surety, guaranteeing complete performance of the Contract.
- V. “Plans and Specifications” mean the official construction drawings and specifications developed by the Contractor and approved by the State.
- W. “Procurement Officer” means that person described by the State Finance and Procurement Article and COMAR, Title 21 and designated by the Secretary to make decisions with respect to the performance of the work when a project is administered by DGS. When a project is being administered by the Using Agency, that particular Agency will designate its procurement officer. The procurement officer will be identified at the job initiation conference.
- X. “PPA” means Purchasing Agreement
- Y. “Operations Costs” means costs of personnel labor, maintenance materials and contract services, directly associated with operating and maintaining building lighting, HVAC and other energy consuming systems.

SECTION II – DEFINITIONS

- Z. "Repair" means to restore after injury, deterioration, or wear, to mend, to renovate by such means as appropriate and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth, in compliance with contract or warranty, and fully serviceable; and upon completion of such repair, unless otherwise stated to be in such conditions as to present a first-class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first-class finish to be applied without extra cost to the State. When the word "repair" is used in connection with machinery or mechanical equipment it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient and ready for normal use for which it was intended originally.
- AA. "RFP" means the Request for Proposal.
- BB. "Secretary" means the Secretary of the Department of General Services, State of Maryland.
- CC. "State" means the State of Maryland, which includes its agencies, departments, units, and its officials and employees when acting within the scope of their authority and in the course of their official duties.
- DD. "Subcontractor" means only those having a direct contract with the Contractor. It includes one who furnishes material worked to a special design according to the plans and specifications for the "Work." It excludes one who merely finishes material not so worked. It also includes those supplying architectural, engineering, or other design services to the Contractor.
- EE. "Successful " means the entity to which a contract is awarded as a result of this RFP.
- FF. "Surety" means the corporate body bound as required by law for the full and complete performance of the contract by the Contractor or for the payment by the Contractor to subcontractors and suppliers.
- GG. "Work" means the furnishing of all labor, materials, equipment, services, utilities, Architectural/Engineering and other design services, financing, cost savings guarantee, maintenance, training, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed upon the Contractor by the Contract.
- HH. "Written Notice" means notice in writing if delivered in person to the individual or to the member of the firm or to an office of the corporation to whom it is intended, or delivered by registered mail, or other means permitted by law, including email, to the last business address. For purposes of written notice required to be delivered or served on the State, its agency (ies), department(s), unit(s), employee(s), or officer(s), delivery by electronic means, including email and facsimile, shall not be considered "written notice."

SECTION II – DEFINITIONS

II. “State’s Approval” means it is approved in writing by a DGS or Using Agency.

JJ. “MEA” means Maryland Energy Administration.

KK. “EMM” means EmarylandMarketplace

In the RFP, such terms as “proposer”, “Offeror”, and “” are used interchangeably to refer to the prior to selection of the successful . Similarly, such terms as “selected Offeror”, “selected contractor”, “selected ”, or “successful ” are used interchangeably to refer to the successful or list of approved s subsequent to selection.

SECTION III – GENERAL CONDITIONS

1. CANCELLATION OF RFP OR REJECTION OF OFFERS

- A. The State reserves the right to cancel this Request for Proposal at any time before the date set for receipt of offers or prior to final award.
- B. The State reserves the right to reject all proposals at any time prior to final award.

2. DEBRIEFING AND UNSUCCESSFUL S

- A. Unsuccessful s will be notified in writing pursuant to COMAR 21.05.03.06.
- B. Unsuccessful s may request, in writing, a formal debriefing. The request shall be addressed to the Procurement Officer, and received within seven (7) days, following the final determination in recommending the award of contract.

3. DISCREPANCIES

- A. Additional information, clarifications, and amendments desired by a prospective regarding the RFP shall be requested only in writing from the Procurement Officer no later than ten (10) calendar days prior to the proposal due date. Requests shall include the RFP number and name of project, and shall be directed to the Procurement Officer. ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING AND WILL NOT CHANGE THE TERMS OF THIS RFP. Written addenda will be binding. Any addenda resulting from these requests or amendments will be posted on EMM. The shall acknowledge the receipt of all addenda in its Technical Proposal.
- B. The State reserves the right to amend the RFP at any time prior to preliminary award. Amendments will be incorporated into and handled as addenda. If the time and date for receipt of proposals does not permit incorporation of addenda, the due date will be delayed accordingly, and noted as such within the addenda; or, if necessary, by FAX, Certified Mail or Telephone, and confirmed by the addenda.

4. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- A. Withdrawal of or modifications to proposals shall be effective only if written notice thereof is received prior to the time and the place specified for proposal due date and time in the Request for Proposal. A notice of withdrawal or modification to a proposal must be signed. If an offer is withdrawn in accordance with regulations, the bid security, if any, will be returned to the .
- B. Any proposal received at the placed designated in the solicitation after the time and date set for receipt of offers is late and will be returned unopened to sender. Any request for withdrawal or request for modification received after the time and date set for receipt of proposals at the place designated is late.
- C. A late proposal, late request for modification, or late request for withdrawal, may only be considered in accordance with COMAR 21.05.02.10.

SECTION III – GENERAL CONDITIONS

5. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bond, payment bond, and performance bond must file with each bond a certified and effectively dated copy of the power of attorney.

6. LAWS AND REGULATIONS

All applicable Federal and State laws, municipal ordinances, and the rules and regulations of all governmental authorities having jurisdiction over the performance of the work shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full. In addition, the Selected shall comply with the following:

A. COMAR Provisions:

The awarded shall comply with the following COMAR provisions which are incorporated into this contract and all Phase I and Phase II contracts:

- 1) 21.07.01.07 - Maryland Law Prevails
- 2) 21.07.01.17 - Pre-existing Regulations
- 3) 21.07.01.19 - Financial Disclosure
- 4) 21.07.01.20 - Political Contribution Disclosure
- 5) 21.05.08.07 - Bid/Proposal Affidavit
- 6) 21.07.01.25 - Contract Affidavit
- 7) 21.07.02.05-2 - Prompt Payment of Subcontractors
- 8) 21.07.02.05-3 - Retainage
- 9) 21.05.08.09 - Mercury Content
- 10) 21.07.01.18 - Payment of State Obligations
- 11) 21.07.01.05 - Non-Hiring of Officials and Employees
- 12) 21.07.01.09 - Contingent Fees
- 13) 21.07.01.16 - Suspension of Work
- 14) 21.07.01.22 - Compliance with Laws
- 15) 21/07-01.08 – Nondiscrimination in Employment

B. Prevailing Wage Law:

Awarded performing Phase II shall comply with Prevailing Wage Law, when the specific contract value is \$500,000 or more. COMAR 21.11.11

7. OBLIGATION OF

At the time of the opening of Proposals, each shall be presumed to have read and to be thoroughly familiar with the RFP (including all addenda, if any). The failure or omission of any to examine any form, instruments, or document shall in no way relieve any such from any obligation in respect to its proposal.

8. PUBLIC INFORMATION ACT

SECTION III – GENERAL CONDITIONS

s should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the Owner under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, and Annotated Code of Maryland.

9. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

If the project value exceeds \$50,000 based on construction cost, an overall minimum MBE goal of 25% of the total dollar value of the contract is to be provided directly or indirectly from all certified minority business enterprises. However, individual and unique goals for each project may be assigned that may be different based on potential availability of MBE's for the work and location. Enclosed is a separate package of instructions and documents.

- A. A minimum of twenty five (25) of the total dollar value of each project awarded under this Indefinite Quantity Contract provided directly or indirectly from certified minority business enterprises.

10. ARREARAGE

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligations due or owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract id selected for contract award.

11. ANNOUNCEMENT AND NOTIFICATION OF AWARD

Announcement of award and Successful notification of award will be published on EmarylandMarketplace for each task awarded under this contract.

12. EXECUTION OF CONTRACT

- A. After the successful has been selected, the Department shall forward the format contract and the forms for the Payment and Performance Bonds (Phase II only), Contract Affidavit, and MBE Utilization to the successful for execution. The shall execute the contract and return it with fully executed Payment Bond, Performance bond, Contract Affidavit, Guaranteed Energy Savings Insurance (if required), Certificates of Insurance, and MBE Utilization to the Department within 15 days after receipt of same.
- B. After receipt of the properly executed contract form and other required documents, the Department will execute the Contract within 90 days and forward the successful a copy. In the event the State fails to execute the Contract within

SECTION III – GENERAL CONDITIONS

the 90-day period, the will have, as its only remedy, the option to declare the contract terminated without any liability by the State or to accept an extended period for execution by the State.

13. FAILURE TO EXECUTE CONTRACT

Failure of the to execute the contract and file acceptable bonds within the time provided shall be just cause for the payment of the penal sum of the bid bond or other bid security.

14. PERFORMANCE AND PAYMENT BONDS

The successful shall, prior to the execution of the assigned project, provide performance and payment bonds from a Surety company authorized to do business in the State of Maryland, properly executed in favor of the State of Maryland, each bond to be in an amount not less than 100% of the amount of the sum of the project cost.

15. OWNER'S RESPONSIBILITIES

- A. The Owner will furnish information and description of the physical characteristics and capacity of equipment to be affected by this project.
- B. Information or services under the Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.
- C. The Owner will confirm all verbal instructions to the Contractor in writing.
- D. The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by separate Contractors, payments and completion, and insurance.
- E. Nothing in this Section shall make the State responsible to the Contractor for information furnished by the State.

16. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall supervise and direct all phases of the work, using its best skill and attention. The Contractor shall be solely responsible for all feasibility studies, design and construction means methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the contract, including measurements and verification.
- B. The Contractor shall be responsible to the State for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work.
- C. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the contract documents, and as required to maintain

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building operations, and shall not unreasonably encumber the site with any materials or equipment.

D. Cutting and Patching of Work:

- 1) The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.
- 2) The Contractor shall not damage or endanger any portion of the work or the Work of the Owner or any separate Contractor by cutting, patching, or otherwise altering any Work, or by excavation. The Contractor shall not cut or otherwise alter the Work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the Work.

E. The Contractor shall perform all Work in accordance with the lines, grades, typical cross sections, dimensions, and other data required by the contract documents or as modified by written orders, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory prosecution and completion of the project in full compliance with the requirements of the contract documents.

F. Indemnification:

- 1) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense:
 - (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from; and
 - (b) is caused in whole or in part by any negligent act or omission or breach of contract of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- 2) In any and all claims against the State or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly

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or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- 3) The obligations of the Contractor under this paragraph shall include the liability of its Architects, Engineers, agents, employees, subcontractors at any tier and their employees, agents and subcontractors arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instruction by any of the above, or the performance of any of the work required under the Contract.

17. DRAWINGS AND SPECIFICATIONS

- A. Drawings: The Contractor shall do no Work without approved contract drawings, specifications, and/or instructions. For an approved project, drawings shall be provided by the Contractor as required in Section IV - Scope of Work. Drawings shall in general be drawn to scale with major equipment and location dimensions clearly indicated, and symbols used shall indicate materials and structural and mechanical requirements. Drawings shall be in conformance with the DGS Procedures Manual for Professional Services (latest edition). When symbols are used, those parts of the drawings are of necessity diagrammatic; and it is not possible to indicate all connections, fitting, fastenings, etc., which are required to be furnished for the proper execution of the Work. Diagrammatic indications of piping, ductwork, conduit and similar items in the Work are subject to field adjustment in order to obtain proper grading, fitting, passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall make these adjustments, at no increased cost to the State.
 - 1) Copies Furnished: The Contractor shall furnish the State five (5) copies of the drawings and specifications.
 - 2) Copies at the Site: The Contractor shall keep in the job site office a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the State. Additionally, one set of all contract drawings shall be maintained as/built drawings. As-built drawings shall be marked upon by the Contractor in the field on a regular basis to record all changes in the Work as they occur, and the exact location of all exposed and concealed pipe runs, valves, plugged outlets, cleanouts, and other control points including electrical conduits and ducts, in such manner as will provide a complete, accurate "as-built" record. The location of pipes or control points concealed underground, under concrete, in chases or above hung ceilings shall be dimensioned. "As-built" drawings, both hard copy and on CD, shall be delivered to the State, as a condition precedent to final acceptance of Work.

SECTION III – GENERAL CONDITIONS

- 3) Ownership: All documents remain the property of the State. They must not be used on other Work. They shall be returned to the State upon its completion.
- B. Large Scale Detail Drawings: The Contractor shall furnish, when the State directs, additional instructions, in the form of large scale developments of the drawings used for bidding, or to amplify the specifications for the proper execution of the Work. These shall be true developments of the bidding documents and reasonably inferable there from. The Work shall be executed in conformity therewith.
- C. Dimensions: The Contractor shall carefully check all dimensions prior to execution of the particular Work. Dimensions for items to be fitted into construction conditions at the job will be taken at the job and will be the responsibility of the Contractor. No extra will be allowed by reason of Work requiring adjustments in order to accommodate the particular item of equipment.
- D. Specifications: Proper CSI formatted construction specifications shall be produced and submitted for the State's approval.

18. SHOP DRAWINGS AND SUBMITTALS

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the contract documents, the Contractor shall submit to the State for review and approval, in accordance with the Contractor's schedule, shop drawings or other submittals which will bear a stamp or specific written indication that the Contractor has satisfied their responsibility under the contract documents with respect to the review of such submissions. The data on the shop drawing will be completed with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the State to review the information as required. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.
- B. All shop drawings must show the name of the project and the Department contract number.
- C. Size of Drawings: All shop drawings and details submitted to the State for approval shall be printed on sheets of the same size as the contract drawings specified in the Department of General Services Procedures Manual for Professional Services (latest edition). When a standard of a fabricator is of such size to print more than one drawing on a sheet of the size of the required drawings, this is acceptable. Sheets large than the required drawing size will not be accepted except when specifically permitted by the Department of General Services. Shop details supplied on a sheet of letter size (8-2-in. by 11-in.) are acceptable for schedules and small details.

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- D. Items for Which Shop Drawings Will Be Required: Shop drawings shall be required for all items which are specifically fabricated for the work or when the assembly of several items is required for a working unit. Shop drawings are required for all reinforcing and structural steel, specially made or cut masonry units, miscellaneous metal work, specially made millwork, plaster molds, or moldings, marble and slate, special rough hardware and all heating, ventilating, piping, plumbing and electrical items requiring special fabrication or detailed connections including refrigeration, elevators, dumb waiters, laboratory equipment, ducts, etc.
- E. Copies Required: Contractor shall supply eight (4 copies, one (1) copy for the State's consulting engineer's file and two (2) copies for the Department, one (1) copies shall be returned to the Contractor after review.
- F. Examination and Approval: The State will examine and return shop drawings with reasonable promptness, noting desired corrections, or accepting or rejecting them. The Contractor shall assume a minimum review time of two (3) weeks when submitting items for the state's approval.
- G. Field Dimensions and Conditions: The State is not responsible for the check of dimensions or existing conditions in the field. This is the sole responsibility of the Contractor. No consideration will be given to change orders due to existing field conditions.
- H. Resubmission: When the State notes desired corrections, or rejects the drawings, the Contractor shall resubmit the drawings with corrective changes.
- I. Contractor's Responsibility: Unless the Contractor has, in writing, notified the State to the contrary at the time of the submission, the State may assume that shop drawings and submittals are in conformity with the contract documents and do not involve any change in the Contract price or any change which will alter the space within the structure or alter the nature of the building from that contemplated by the contract documents.
- J. State's Notations: Should the Contractor consider any rejection or State's notation on the shop drawings to cause a change in the cost of the work from that required by the contract documents, then the Contractor shall desist from further action relative to the item he questions and shall notify the State, in writing, within five days of the additional or less cost involved. No Work shall be executed until the entire matter is clarified and the Contractor is ordered by the State to proceed. Failure of the Contractor to serve written notice as above required shall constitute a waiver of any claim in relation thereto. Similarly, should the State's notation or change involve less Work than is covered by the contract documents, the Contractor shall allow the State an equitable credit resulting from the change in the Work.

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19. COST AND PRICE CERTIFICATIONS

The intent of this RFP is to implement renewable projects in the State of Maryland by the qualified firms, and the state will purchase the electricity generated through a Power Purchase Agreement (PPA).

If an arrangement was developed whereby the state will contribute any amount toward the completion of the project and/or reduce the price of electricity purchased, then the firm will need to comply with the following:

- A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:
 - 1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement office; or
 - 2) A change order or contract modification, expected to exceed \$100,000, or smaller amount set by the procurement officer.
- B. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

20. ADJACENT WORK

- A. The State shall have the right, at any time, to contract for and/or perform work on, near, over or under the work covered by this Contract. In addition, other work may be performed under the jurisdiction of another State agency. The Contractor shall cooperate fully with such other Contractors and carefully fit their own work to such other work as may be directed by the Procurement Officer.
- B. The Contractor agrees that in event of dispute as to cooperation or coordination with adjacent Contractors the State will act as referee and decisions made by the State will be binding. The Contractor agrees to make no claims against the State for any inconvenience, delay or loss experienced because of the presence and operations of other Contractors. State will be fully cooperative with all Contractors to resolve the matter.

21. COOPERATION WITH UTILITIES

- A. It is understood and agreed that the Contractor has considered in its proposal all of the permanent and temporary utility appurtenances in their present or

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relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by them due to any interference from the said utility appurtenances, the operation of moving them, or the making of new connections thereto, if required for installation and operation of the Contractor's equipment.

- B. The Contractor shall have responsibility for notifying all affected utility companies prior to performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the Contractor's operations shall be the responsibility of the Contractor.
- C. At points where the Contractor's operations are adjacent to properties of railway, cable, telephone, water and power companies, or are adjacent to other property, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. Contractor is responsible to notify Miss Utility, prior to start of work. In areas where Miss Utility will not provide service, the Contractor shall arrange for a private utility location service to locate all utilities.
- D. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.
- E. In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

22. AUTHORITY AND DUTIES OF STATE INSPECTORS

- A. State inspectors and other State personnel will be authorized to inspect all work done and all material furnished to insure safety and no damage to state property.

23. MATERIALS - GENERAL

- A. All materials shall meet all quality requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the State in writing of the sources from which they propose to obtain all materials requiring approval, testing, inspection, or certification prior to incorporation into the work as soon as possible after receipt of notification of award of the Contract.
- B. Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. The Contractor, in accepting the Contract, is assumed to be thoroughly familiar with the materials required and their limitation as to use, and requirements for connection, setting, maintenance, and operation. Whenever an article, material or equipment is specified and a fastening, furring, connection (including utility connections),

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access hole, fishing closure piece, bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in this RFP shall be interpreted as authorizing any work in any manner contrary to applicable laws, codes, or regulations.

- C. New Materials - Unless otherwise specified, all materials shall be new. Old materials must not be used as substitutes for new, regardless of condition or repair, unless approved in writing by the Procurement Officer.
- D. Quality - Unless otherwise specified, all materials shall be of the best quality of the respective kinds.
- E. Samples - The Contractor shall furnish for approval all samples as directed. The materials used shall be the same as the approved samples.
- F. Standard Specifications - When no specification is cited and the quality, processing, composition or method of installation of a thing is only generally referred to, then:
 - 1) For items not otherwise specified below, the latest edition of the applicable American Society for Testing and Materials specification is the applicable specification.
 - 2) For items generally considered as plumbing and those items requiring plumbing connections, the applicable portions of the latest edition of the Building Officials and Code Administrators code are the applicable specification.
 - 3) For items generally considered as heating, refrigerating, air-conditioning, or ventilating, the applicable portions of the latest four editions of the ASHRAE Handbook published by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc., are the applicable specification.
 - 4) For items generally considered as site work, the applicable portion of the Maryland State Highway Administration standard specifications is the applicable specification.
 - 5) For items generally considered as electrical, the applicable provisions of the latest edition of the National Electrical code are the applicable specification.
 - 6) For items generally considered as fire protection, the applicable portion of the latest edition of the National Fire Protection Association Code is the applicable specification.

24. STORAGE AND HANDLING OF MATERIALS

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- A. Explosives - Explosives shall not be used on projects covered under this contract.

- B. Paints -
 - 1) Oil base paints and inflammable liquids shall not be stored in large quantities on the project. Containers shall be limited to five gallon size. Any liquid with a flash point of less than one hundred (100) degrees F shall be contained in safety cans, UL approved. Liquid with a higher flash point shall be stored in rigid cans.
 - 2) Oily rags, waste, etc., must be removed from the work site at the close of each working day.

25. LAWS TO BE OBSERVED

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

In addition, if the Contractor observes that the drawings and specifications are at variance with any law, they shall promptly notify the State, and make any necessary changes to the drawings and specifications to bring them into compliance with the law at no extra cost to the State. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the State, it shall bear all costs arising there from.

26. PERMITS AND LICENSES

Contractor will file with the appropriate local authorities, drawings and specifications and any pertinent data reasonably proper for their information. The Contractor will be required to pay all necessary fees to local authorities for inspection or for the privilege or right to execute the work as called for in the contract documents and Contractor shall include the cost of said fees in its bid.

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27. SEPARATE CONTRACTS

- A. The State reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.
- B. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the State any defects in such work that render it unsuitable for such proper execution and results. Their failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to the defects which may develop in the other Contractor's work after the execution of his work.
- C. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Procurement Officer any discrepancy between the executed work and the drawings.

28. RELATIONSHIP OF CONTRACTOR TO PUBLIC OFFICIALS AND EMPLOYEES

- A. In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Procurement Officer or other authorized representatives of the State, it being understood that in all such matters they act solely as agents and representatives of the State.
- B. The State may terminate the right of the Contractor to proceed under this Contract if it is found by the Procurement Officer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; the facts upon which the Procurement Officer makes such findings may be reviewed in any competent court.
- C. In the event this Contract is terminated as provided in paragraph B hereof, the State shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (2) in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Procurement Officer) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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- E. Non hiring of State employees – No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is subcontractor to this contract.

29. NO WAIVER OF LEGAL RIGHTS

- A. The State shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, or from showing that the work or materials do not in fact conform to the requirements of the Contract. The State shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment from recovering from the Contractor or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the State, or any representative of the State, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the State shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages.
- B. The waiver by the State of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

30. COVENANT AGAINST CONTINGENT FEES

The contractor, architect, or engineer (as applicable) warrants that it has not employed any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

31. ASSIGNMENT OF ANTI-TRUST CLAIMS

The Contractor sells, transfers, and assigns to the State of Maryland all rights, title and interest of and in and to any causes of action arising at any time before the date of this assignment or during the performance of this Contract under the anti-trust Laws of the United States, including Section 1 of the Sherman Act, and the Antitrust Law of Maryland relating to the purchase by him or the State of Maryland of any products from any supplier or source whatever that is incorporated in the structure built under the terms of this agreement. The Contractor hereby certifies that the above causes of action are lawfully owned and that no previous assignment of same has been made nor has the same heretofore been attached or pledged in any manner whatsoever.

32. FEDERAL PARTICIPATION

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When the United States Government pays all or any portion of the cost of a project, the work shall be subject to the inspection of the appropriate Federal agency. Such inspection shall in no sense make the Federal government a party to this Contract, and will not interfere, in any way, with the rights of either party hereunder.

33. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties hereto and other communications between the parties prior to the execution of the Contract, whether written or oral, with reference to the subject matter of the Contract, are superseded by the agreements contained herein. The Contract may not be modified, amended, changed or altered except by written instrument executed by the parties hereto and approved by the Procurement Officer.

34. NOTICE TO PROCEED

After the Contract has been executed, the State will issue to the Contractor a "Notice to Proceed" and this notice will stipulate that date on or before which the Contractor is expected to begin work. Any preliminary work started, or materials ordered, before receipt of the "Notice to Proceed," shall be at the risk of the Contractor.

35. PUBLIC CONVENIENCE AND SAFETY

The Contractor at all times shall conduct the work in such a manner as to create the least practicable obstruction to all forms of traffic. The convenience of the general public, tenants, and of the residents along and/or adjacent to the improvement shall be respected. Material stored upon the project shall be placed so as to cause a minimum of obstruction to the public. Sprinkling shall be performed at the direction of the Procurement Officer. The Contractor shall, unless otherwise specified, provide and maintain in passable condition such temporary access, roads and bridges as may be necessary to accommodate traffic diverted from the project under construction, or using the project under construction and shall provide and maintain in a safe condition temporary approaches to, and crossings of, the project. Existing facilities planned to be removed, but which might be of service to the public during construction are not to be disturbed until other and adequate provisions are made. Fire hydrants on or adjacent to the project shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within 15 feet of any such hydrant. Work closed down for the winter or at any other times shall be left entirely accessible at all points to fire apparatus. All footways, gutters, sewer inlets and portions of the project under construction shall not be obstructed more than is absolutely necessary.

36. BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other control devices, and shall take all necessary precautions for the protection of the work and safety of the agency and its employees.

37. PRESERVATION, PROTECTION, AND RESTORATION OF PROPERTY

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- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the State property from injury or loss arising in connection with this Contract. He shall repair and indemnify against any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the State. He shall adequately protect adjacent property as provided by law and the contract documents.
- B. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

38. STATE'S RIGHT TO TERMINATE FOR ITS CONVENIENCE

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

39. TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the State's option, become the State's property. The State will pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

40. CLEANING-UP

The Contractor shall at all times keep the construction area, including storage areas used by them, free from accumulations of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the State. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Procurement Officer.

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41. NOTICE TO STATE FOR LABOR DISPUTES

- A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Procurement Officer.
- B. The Contractor agrees to insert the substance of this clause, including this Paragraph B., in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime Contractor, as the case may be, of all relevant information with respect to such dispute.

42. NON-DISCRIMINATION IN EMPLOYMENT

- A. Contractor agrees:
 - 1) Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability;
 - 2) To include a provision similar to subsection 1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and
 - 3) To post and to cause subcontractors to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the substance of this subsection A.
- B. Contractor shall be subject to and shall comply with all other requirements of Section 13-219 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- C. Contractor shall comply with all other applicable federal, State, and local laws, regulations and ordinances respecting illegal discrimination and civil rights.
- D. The Contractor, subcontractors, and agents of both insofar as possible, shall secure labor through the Maryland Job Service of the Maryland Department of Economic and Employment Development, except where the Contractor has entered into a collective bargaining agreement under which labor is to be provided by the union. In that case, the Contractor is not required to conform to these provisions unless the Contractor and the union arrange with the Maryland Job Service for referral of such labor as they may mutually agree shall be referred. The Contractor shall be the sole judge of the competency or fitness and for satisfactory service of any laborer referred to him by the Maryland Job Service.

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43. CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards, laws and regulations of the locality in which the work is done, the State, and the Federal government.

44. MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, s, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract--Attachment A. Any exceptions to the RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A proposal that takes exception to these terms may be rejected.

45. VERIFICATION OF REGISTRATION AND TAX PAYMENT

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore Maryland 21201. It is strongly recommended that any potential complete registration prior to the due date for receipt of proposals. An 's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful from final consideration and recommendation for contract award.

46. BID PROPOSAL AFFIDAVIT

Proposals submitted by s must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

47. STATE ETHICS LAW

The State Ethics Law, State Government Article §15-508, applies to persons that are involved in the drafting of specifications. In general, and with certain exceptions, such persons are prohibited from participating in the implementation of those specifications whether as a prime or subcontractor. The State Ethics Law may apply to contracts to Contractors under the RFP. Please see §15-508 for further detail.

48. COMMERCIAL NON-DISCRIMINATION CLAUSE

A. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor

SECTION III – GENERAL CONDITIONS

shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- B. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

SECTION IV – GENERAL SCOPE OF WORK

1. GENERAL

- A. The intent of this solicitation is to qualify up to 5 firms in each of the four renewable energy categories. The qualified firms will then compete to enter into a long term Power Purchase Agreement with the State, whereby the selected firm will develop and install renewable energy projects at State owned facilities or other arrangements that are in the best interest of the State of Maryland (see Section VI).
- B. Individual projects will be placed in groups of small/large and may typically include the installation of Renewable Energy systems in the anticipated range of 100 kW to 50 MW (?? Pretty large), but this solicitation does not limit the size nor does it limit the ability to bid any project separately if deemed to be in the best interest of the State of Maryland.
- C. The Contractor shall, for each project:
 - 1) Provide all necessary study, investigation, design, construction, training, monitoring and verification, and maintenance for the complete systems installation under the conditions required in this RFP;
 - 2) Provide construction drawings, specifications, and equipment submittals for review and approval by the State of Maryland;
 - 3) Provide optional project financing with any third party financing arrangements must be made between the Contractor and the third party;
 - 4) Provide Certificate of Insurance and bond prior to any funding of the project(s);
 - 5) Provide monitoring and validation of energy consumption throughout the contract period;
 - 6) Provide service/maintenance, for everything installed, throughout the contract period;
- D. All engineering and design work shall be performed in accordance with the DGS Procedures Manual for Architects and Engineers (latest edition) unless noted otherwise in the RFP. Copies of the manual may be obtained by calling 410-767-4296.
- E. All energy audits, feasibility studies, plans and specifications shall be prepared by Professional Engineers licensed in the State of Maryland at the time of the Contractor's submittal.
- F. All available as-built drawings of the selected facility shall be made available to the Contractor upon assignment of a project. The State does not guarantee the accuracy or completeness of these documents. The Contractor shall consult with the facility maintenance/operations staff and DGS as to any conditions which might exist not shown in the drawings. The selected Contractor shall be

SECTION IV – GENERAL SCOPE OF WORK

responsible for verifying the accuracy of the information given by the State. The Contractor shall also field verify existing conditions as necessary to accurately design and locate the installation of new equipment and retrofit or expansion of existing systems. The State is not liable under any circumstances for differing site conditions.

- G. This RFP is a "Performance Specification" and not a "Design Specification".

2. TECHNICAL REQUIREMENTS

- A. The Renewable Energy System must be designed and guaranteed to operate for a minimum of 20 years from the date the system is accepted by the State.
- B. The Renewable Energy System must be installed in compliance with all applicable National, State and Local codes, rules and regulations.
- C. The Renewable Energy System installation must include a system commissioning protocol to ensure proper installation and must include an output operation and design performance verification process.
- D. The installation must include a metering and monitoring systems, capable of monitoring the Renewable Energy System output to accurately validate the performance and the delivery of the minimum guaranteed kilowatt-hours.

3. OTHER REQUIREMENTS

- A. If an individual contract value exceeds \$50,000 cost, an overall minimum MBE goal of 25% of the total dollar value of the contract is to be provided directly or indirectly from all certified minority business enterprises. However, individual and unique goals for each project may be assigned that may be different based on potential availability of MBE's for the work and location. Enclosed is a separate package of instructions and documents.

A minimum of seven percent (7%) of the total dollar value of the contract is to be provided directly or indirectly from certified minority business enterprises classified by the certification agency as African American-owned businesses:
A minimum of ten percent (10%) of the total dollar value of the contract is to be provided directly or indirectly from certified minority business enterprises classified by the certification agency as women-owned businesses.

- B. Equipment warranty for all Contractor furnished equipment for life of the contract.???? Contractor furnished equipment warranted by Contractor shall be serviced by Contractor.
- C. Detailed CPM schedule of work.
- D. Description of maintenance services, including but not limited to a detailed list of all equipment installed by the Contractor, type of service to be performed, specific cost of services, frequency of service, records of service and date

SECTION IV – GENERAL SCOPE OF WORK

performed and Contractor response time for each piece of equipment or system involved. Identify each entity that will be providing work.

E. Detailed capital cost estimate breakdown:

- 1) All subcontractors quotes
- 2) Detailed engineering fees
- 3) Construction labor
- 4) Materials and major equipment cost

To verify that the capital cost estimate is fair and reasonable, the State will, by whatever method it considers reasonable and appropriate, base its own independent estimate. Labor costs shall be based on Prevailing Wage Rates and/or Living Wage, as issued by Maryland Department of Labor, Licensing & Regulation. All major sub-contractors (mechanical, electrical, controls, etc.) must be contracted directly to the Contractor.

F. Engineering cost breakdown: disciplines, hours per discipline, hourly rates, OH, rofit, etc.

G. Identification and inclusion of an on-line monitoring system (capital costs and annual fees).

H. Final Design and Specifications.

- 1) Floor plans and site plans showing equipment, equipment location, pipe routing, pipe connections to existing systems, valves and fittings, instrumentation and electric meter location, electrical connections, electrical schematics, including wire and conduit sizes, and electrical equipment.
- 2) Control sequence of operation, logic diagrams, and wiring diagrams.
- 3) Equipment list with: manufacturer names, model numbers, and operating characteristics.
- 4) Specifications indicating material, sizes, and thicknesses being used in construction components and equipment components, pressure and temperature ratings of system components, national standards or national laboratory testing standards being met (i.e. NFPA, ASHRAE, ASME, UL, NEC, ASTM, etc.), methods of installation, electrical ratings of electrical components, and any special requirements relating to this installation.
- 5) All shop drawing submittals during construction shall be in accordance with Section III- General Conditions of this RFP. All submittals must be approved by DGS prior to ordering of equipment. Contractor shall allow a three week turnaround for DGS review.
- 6) All 95% and 100% construction documents shall be prepared in accordance with the DGS A/E Procedures Manual, latest edition. Allow

SECTION IV – GENERAL SCOPE OF WORK

Three week turnaround for DGS review. All drawings must be approved and signed by DGS and Using Agency prior to initiation of construction.

4. EXECUTION

- A. Furnish and install all equipment and accessories in accordance with the requirements specified in the RFP (including Section III- General Conditions).
- B. Completions of all punch list items.
- C. Compliance with any or all issued change orders.
- D. Electrical inspection certificate issued by State approved independent inspection company.
- E. Final acceptance of construction phase by DGS/Using Agency.
- F. Maintenance for the term of the contract of installed equipment, including replacement of worn, failed, and doubtful components, preventive service. Emergency on-site service and component replacement must be included on a 24-hour per day basis. List to include each piece of equipment and the applicable service schedule.
- G. All necessary support services during the period of operations and throughout the contract, including, but not limited to, the following:
 - 1) Ongoing Monitoring and Verification Services.
 - 2) Periodic on-site analysis to determine whether mechanical/electrical systems are operating as programmed and to assess the operational efficiencies of the systems and equipment installed.
 - 3) Re-evaluation of software provided as newer versions become available and upgrade of software.
 - 4) Hourly, daily, weekly, monthly, quarterly and annual operation and maintenance tasks that must be performed by Contractor.
- H. Provision of an acceptable project financing plan to cover 100% of the costs of developing and implementing the project (if requested by the State). The financing shall be severable from all other aspects of this project and is subject to the fiscal non-appropriation clause.
- I. Conditions of Work and Job Site Visit
 - 1) Site Investigation: By submitting a Proposal, the acknowledges that it has investigated and satisfied itself as to the conditions affecting the work, including but not restricted to those bearing upon physical conditions at the site, the formation and conditions of the ground, the

SECTION IV – GENERAL SCOPE OF WORK

character of equipment and facilities needed preliminary to and during prosecution of the work.

- 2) Any failure of the Contractor to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State will not be responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available in this RFP.

5. CAPACITY TO PERFORM WORK

The successful Contractor shall maintain an adequate staff to provide the services required herein with the professional quality and timeliness mutually agreed upon. The same personnel shall be utilized for the duration of each project. Failure to maintain adequate staff or to provide staff replacements with personnel of equivalent quality and experience shall be cause for Termination for default by Procurement Officer. Any changes of personnel and/or team members must be approved by the Procurement Officer prior to the commencement of work.

6. SCHEDULE

The State and the Contractor will mutually agree on the schedule for each assigned project. Failure of the Contractor to satisfactorily complete work assignments within the time specified may be cause for termination for default by Procurement Officer.

7. LIVING WAGE

Living Wage

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment K) entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement (see Attachment L), the State may determine an Offeror to be not responsible. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value is performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

SECTION V – TECHNICAL PROPOSAL REQUIREMENTS

1. INTRODUCTION

This section defines the minimum material and documentation to be submitted in the 's Technical Proposal in order to be qualified to implement renewable energy projects in any of the following three (3) categories:

1. Solar Energy (Small/Large)
2. Wind Energy (Small/Large)
3. Biomass Energy

Offer must identify on the cover sheet of the technical proposal which category the proposal is being submitted for. The Contractor may submit a proposal for one or more categories.

Submissions should be carefully organized in the same order as the RFP and clearly provide the information required. Clarity and conciseness are important. Technical proposals shall be classified as being either reasonably or not reasonably susceptible for award. The Technical Proposal shall consist of an original and five (5) copies of each complete technical proposal.

The shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". The summary shall also identify any exceptions taken to the requirements of this RFP or any other attachments. **Warning:** Exceptions to any parts of the RFP may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Contractor takes no exception to the State terms and conditions, the Executive Summary should so state.

2. OFFEROR'S QUALIFICATIONS

Offerors are encouraged to submit sufficient graphic, narrative, and documentary material required to clearly demonstrate qualifications, financial responsibility, and performance capability of the 's team for each category. Qualification data shall include the following:

A. Team Qualification:

- 1) Submit an organizational chart that clearly shows the responsibility and interrelationship of all key team members of the project team, including all sub-consultants and subcontractor firms. All sub-consultants and subcontractors shall be contracted directly to the .
- 2) Submit qualifications and experience for the engineering design team firms and the proposed individuals and resumes and business references for the . Provide resumes for key project managers, design engineers (mechanical, electrical, structural, etc), construction managers, operations managers and maintenance personnel. The

SECTION V – TECHNICAL PROPOSAL REQUIREMENTS

Project Manager, Mechanical Engineer, Electrical Engineer and Structural Engineer must all be registered engineers in the State of Maryland at the time of proposal submittal. Designated project managers must have three (3) experience on similar size and types of projects.

- 3) The Contractor should present their ability to develop project tracking and reporting documents for submittals, requests for information and proposals/ change orders. Therefore, s must include resumes that indicate qualifications of in-house staff or consultants proposed for scheduling responsibilities and tools/systems/software to be used for implementation of the scheduling effort. A resume for each team member identified on the organizational chart must be submitted with proposal.

All information presented should clearly demonstrate the ability of the firms to successfully execute renewable energy projects, including analysis, engineering, construction, maintenance, and measuring and verification of energy savings.

B. Prior Project Experience:

- 1) Describe the Offeror's Renewable Energy System experience in both the public and private sector. Greater consideration shall be given to s with experience in prime management of Renewable Energy System. List a maximum of five (5) projects within the past five years, where the construction phase is completed, and indicating experience in the development, construction and implementation of Renewable Energy Systems and proposed versus actual completion duration.
- 2) Sample Detailed Engineering Feasibility Study:
Include one detailed engineering feasibility study conducted by the Offeror's project team on a similar Renewable Energy System project.
- 3) Past Performance:
The State will consider the Offeror's past performance on Renewable Energy System projects with Maryland and other States Agencies, other municipalities, and private entities. Adherence to schedule, engineering, operability of installed systems, timely delivery of services, compliance with IQC, and ability to properly price a project, recent past KWH pricing will all be considered.

C. Technical and Managerial Approach

- 1) Construction Schedule:
The must clearly demonstrate knowledge and means of proper scheduling and planning practices in accordance with the scheduling requirements of the General Conditions, Offeror's submission of a Critical Path Method (CPM) construction schedule that clearly indicates from the estimated start of construction the duration of the major elements of the project and how they interface sequentially. Describe s proactive management of the project's schedule and ability to recover from delays.

SECTION V – TECHNICAL PROPOSAL REQUIREMENTS

Provide actual CPM schedule that was developed for one of the five (5) reference projects.

- 2) **Project Management:**
Describe Offeror's approach to managing the entire project, including interface with sub-consultants and subcontractors, development of a comprehensive plan, detailed design, procurement, construction, training, punch lists and start-up. Identify site members of the project team who will be responsible for the various stages of design and implementation. Describe the various responsibilities and coordination of the team members, as well as the Using Agency, and State personnel, to ensure an effective and timely completion of a project.
- 3) **Development of Project Scope:**
Demonstrate expertise in identifying successful renewable energy projects in any of the three (3) categories, providing the methodology involved in the preparation of a typical detailed engineering feasibility study, and development of preliminary plans and specifications in order for the State to proceed with the approval and implementation of the project. This shall include, but not be limited to site investigation, analysis of the existing building(s), including but not limited to existing electrical distribution systems, operations and utility costs which may be supported with measured data, load calculations, current system operation practices, and maintenance. Oversights or omissions of existing conditions, systems or equipment, and/or operating routines, will not be acceptable.
- 4) **Owner Training:**
Provide detailed information on the training and education programs available for facility operating and maintenance personnel, including course content, location, schedule, hours, and types of trainees that are included.

D. Financial Approach

- 1) **Procurement:**
Describe the proposed method of procurement of all major types of equipment and services, including those subcontracted, and the pricing policy that will be applied to provide a competitive cost environment throughout a project.
- 2) **Financing:**
Describe the sources of the funds to be acquired by the and applied to implement a project. Indicate the Offeror's prior use and experience with this method of financing. This section should include the acknowledgment that the State may choose to finance all or part of the funds necessary to implement this project through its own sources.

E. FINANCIAL AND LEGAL CAPABILITY

- 1) **Financial Status**

SECTION V – TECHNICAL PROPOSAL REQUIREMENTS

- (a) Financial Statement:
The Offeree must demonstrate the financial soundness of their firm by submitting a Evidence that the has the financial capacity to provide the services via abbreviated profit and loss statements and abbreviated balance sheets for the last three (3)years.
- (b) Legal Proceedings:
List all legal or administrative proceedings involving your firm currently pending or concluded adversely within the last five years which related to procurement performance of any public or private contracts. In addition to the information requested, the case name, docket number and decision, as well as the issues in the case, should be provided.
- (c) Performance Bond or Insurance:
List the name of the agent or bonding/insurance company that will be providing the bond/policy for the guarantee. List current bonding/insurance capacity and maximum length of term for bond/policy.

3. CRITERIA FOR EVALUATION AND SELECTION OF FIRMS

The technical evaluation criteria that will be used by the Evaluation Committee for each Technical Proposal are those listed in descending order of importance. A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

A. The criterion is as follows:

- 1) Team Qualifications
- 2) Prior related Project Experience
- 3) Technical and Managerial Approach
 - (a) Construction Schedule and planning practices
 - (b) Project Management
 - (c) Development of Project Scope
 - (d) Owner Training
- 4) Range of recent kWh pricing details
- 5) Financial Status
 - (a) Financial Statement
 - (b) Legal Proceedings

SECTION V – TECHNICAL PROPOSAL REQUIREMENTS

(c) Performance Bond or Insurance

6) Local presence

B. SELECTION

The Evaluation Committee will make recommendations to the Procurement Officer for the IQC contract to the responsible firms whose proposals are determined to be the best qualified. The Evaluation Committee will select a maximum of 5 respondents for each of the three (3) categories based on the highest ranked firms for each of the renewable energy categories listed in item 1 of this section. Proposals will only be scored once by the Evaluation Committee, unless oral presentations are required. If oral presentations are conducted, the Evaluation Committee will conduct a final scoring upon completion of the oral presentations. Recommended contract awards, if any, resulting from this RFP are subject to appropriate State approvals.

C. ORAL PRESENTATION

At the discretion of the Evaluation Committee, an oral presentation may be required for this solicitation. The oral presentation, if held, will be considered to be part of the Offeror's technical proposal. Eligible firms will be notified of time and date. If necessary, separate instructions regarding the conduct of oral presentations will be issued.

4. METHOD OF INDIVIDUAL PROJECT ASSIGNMENT

A. Projects identified by the state

- 1) A project location will be identified by DGS and/or MEA representatives, and all qualified firms will be invited to attend an informational meeting.
 - (a) The intended size (wattage) of the project will be discussed and agreed upon. Any deviation from the designated size shall be fully explained with benefits to the State clearly defined.
 - (b) Available site or facility will be reviewed and discussed.
- 2) All firms will be given sufficient opportunity to investigate the existing facility. At a minimum, the firms should explore:
 - (a) Existing structure and/or area where the systems are to be installed
 - (b) Existing electrical distribution system and suitability of connection of the newly installed renewable energy system
 - (c) Each firm will have up to 30 days after the initial meeting to submit a proposal.
- 3) Evidence of ability to obtain federal, state and local permits

SECTION V – TECHNICAL PROPOSAL REQUIREMENTS

- 4) Price proposals to be submitted to:

Department of General Services
Procurement & Logistics, Management Support/BPW
Office
301 W. Preston Street, Room M-6
Baltimore, Maryland 21201
Attention: Debbie Pecora

- 5) The Procurement Office will invite the selected firm and negotiate/finalize an agreement.

B. The anticipated selection of firms under this agreement will be within 90 days of the receipt of technical proposals. Upon approval of the Feasibility Study by the State, the successful firm will comply with the allocated time to complete the design and installation of the system.

C. Projects identified by one of the qualified firms

Complete information to be submitted to the procurement office should include:

- 1) Exact location
- 2) Proposed site ownership arrangement with the State
- 3) Details of anticipated energy production
- 4) Type and size of equipment
- 5) Performance and pricing detail including price per kWh
- 6) Funding source and financing options
- 7) Length of contract
- 8) Evidence of ability to obtain Federal, State and Local permits
- 9) Current operation impact
- 10) View shed impact/illustrations of proposed project from various perspectives
- 11) Additional benefits
- 12) Environmental impact statement

The State may evaluate projects identified by selected firms. If evaluated, the State may reject the project, request additional information or accept the project. If the project is accepted, the State will solicit all similarly qualified firms to submit a proposal. The solicitation and evaluation process shall be the same as if it were a State identified project. If the State deems one of the proposals as fair and reasonable, the State will enter into negotiations with the selected firm to develop an agreement and a contract.

Offer shall submit minimum insurance requirement and performance bond for the annual amount of the contract. The insurance and the bond shall remain in effect for the term of the contract.

SECTION VI- INDIVIDUAL PROJECTS

Once the State qualify firms in each of the three (3) renewable energy categories (Solar, Wind and Biomass), the state will announce prospective projects in any of the three (3) categories and will invite the qualified firm to submit individual project proposal. The selection criteria for each project will be developed and forwarded to all qualified firm in the related categories. The following is a sample of what would be expected.

1. SOLAR PHOTOVOLTAIC

Each proposal shall contain the following sections and the contents as described below. If the proposal includes generation located at multiple sites, then each location should be described as a separate project.

A. Proposals must include the following information:

1. The guaranteed cost of the electrical energy to be provided for the life of the project in \$/kWh based on 20 year contract.
2. The description of the system to be installed
3. The length of the agreement
4. Project installation time

Provide a timeline showing the time between the award of the individual project and the time power is available for purchase from the completed system.

5. Project guarantee

B. Project Proforma

An overall project proforma shall be created to document the following costs on an annual basis, for each year of the project. The costs of financing the project shall be included. The total project costs should be amortized. The project costs shall include:

1. Cost of kWh
2. Total fee for engineering and design;
3. Total Material and equipment and labor costs;
4. Funding interest rate;
5. Cost of the study; and
6. Maintenance costs
7. Training costs
8. M&V costs

C. Other requirements

1. List of all subcontractors and responsibilities and a list of the project team if it is different from the response to the IQC solicitation.

SECTION VI- INDIVIDUAL PROJECTS

2. Layout and/or location of collectors
3. Schematic diagrams and single line diagrams for all electrical equipment and systems
4. Cut sheets for major equipment, such as collectors, inverters, etc.
5. Outline specifications for all major components.

2. WIND ENERGY

- A. Each proposal shall contain the following sections and the contents as described below. If the proposal includes generation located at multiple sites, then each location should be described as a separate project

1. Executive Summary

The Executive Summary section should provide an overall description of the proposal, including key features. It should include a general description of the location, business arrangement and financing of the proposal. If the proposal includes multiple locations, or substantially different wind turbines, each should be described as a separate Project.

2. Project Description

This section should include a detailed description of the project, including:

- (a) Generation equipment description,
- (b) Location of project and site description,
- (c) Energy analysis, and
- (d) Local community sitting issues.

3. Generation Equipment Description:

Describe the proposed wind generation equipment and how it will be operated and maintained. The information should include the manufacturer and model of the turbines, the tower height, and any other relevant equipment information.

4. Location of Project and Site Description:

Provide details on where the project will be located. For evaluation purposes, strong preference will be given to projects that are within central and eastern Maryland. While the state will consider all viable proposals, locations preferences are in the following order:

- (a) Eastern Maryland,
- (b) Central Maryland,

SECTION VI- INDIVIDUAL PROJECTS

(c) Elsewhere within the State of Maryland.

5. Energy Analysis:

Based upon site specific wind speed data and equipment performance specifications, include an initial study of the energy production from the facility covering the bulleted items below. The basis for the energy production projections should be included.

- (a) A calculation of gross monthly and annual energy production using the wind frequency distribution and the turbine power curve;
- (b) A calculation of energy losses. All sources of losses considered should be listed and individually quantified with a basis for the quantification provided;
- (c) A calculation of projected net energy output on a monthly basis; and
- (d) A guaranteed monthly net megawatt hour energy production.

6. Local Community Sitting Issues:

The proposer should give a brief description of, and any plans for assessing, local community siting issues. If there have been any efforts to address any of these issues, please describe them.

7. Offeror's Qualifications

This section should include, but not be limited to, the following information:

- (a) Corporate/business structure, including primary and secondary businesses;
- (b) Offeror's projects and independent power supply ventures participated in over the last ten years;
- (c) At least one contact (name and phone number) for each power supply venture (for reference purposes);
- (d) Description of any past, current or proposed litigation concerning power supply agreements; your proposed energy supply facility; and/or your ability to supply power under PPA; and
- (e) Separate descriptions, as appropriate, for each member if there is a consortium or partnership of two or more firms and the relationship between the entities for this Proposal.

8. Financial Considerations

The financial viability of any Proposal should be demonstrated to provide assurance that the proposer, as well as any firm(s) involved in the Proposal, has adequate financial strength. Financial strength is an indicator of the likelihood that the proposer is able to carry out the responsibilities of a supplier and that the energy will be available as projected. Each proposal must include the following financial information for each proposer/entity involved in the Proposal:

- (a) Current annual report for each party (If an annual report is not available, a listing of assets, liabilities and cash flow must be provided);

SECTION VI- INDIVIDUAL PROJECTS

- (b) Current (within past three months) profit and loss statement for each party; and
 - (c) Description of project financing.
9. Power Supply Contract Duration, Pricing and Timing
This section should detail the Proposal's pricing and timing:
- (a) Price for delivered energy;
 - (b) Date the facility will come on-line;
 - (c) Anticipated amount of energy capable of being delivered to State annually;
 - (d) Anticipated amount of energy to be delivered by month; and
 - (e) Anticipated guaranteed minimum energy production.
10. Price for Energy:
DSG encourages creative pricing proposals. Prices should be stated in year of occurrence U.S. dollars. Pricing should be based upon proposer receipt of all applicable federal and state tax credits that apply to the renewable energy generation source.
11. Duration of Energy Supply Offer:
DGS is seeking the ability to draw upon wind energy resources for a contract term of twenty years. If a proposer requires a different length contract, that should be presented as an alternative Proposal.
12. Timing of Energy Availability:
DGS is seeking resources to come on-line in calendar year 2010. Projects that can meet this time requirement will be given preference in the evaluation process. Projects that cannot meet the deadline may be considered separately on a case by case basis.
13. Transmission Plans
The Proposal should include a description of the means of delivering the energy to the transmission system, including any distribution system related issues, if applicable. This should include the location, route and voltage level of the transmission and/or distribution facilities. The proposer is responsible for all costs involved in interconnecting with the local utility or transmission system. In the event there is any transmission studies required, either to interconnect the facility to the electrical grid, or to transmit the energy from the facility to State of Maryland facility, the proposer will be responsible for those costs. Please outline the results of any contacts to date with the local utility or transmission provider concerning interconnection issues.
14. Regulatory and Environmental Compliance
The proposer is exclusively and entirely responsible for meeting and satisfying all federal, state and local permits, licenses, approvals and/or variances that are currently, or become in the future, required

SECTION VI- INDIVIDUAL PROJECTS

for the operation of the project and the delivery of energy in accordance with the PPA.

The proposer's facility operation records should be available for periodic inspection by DGS representatives or an agent of DGS for purposes of auditing environmental compliance, impact and safety. These records shall remain available throughout the term of the PPA and for five years thereafter.

15. Other Information

This section provides the opportunity to describe other aspects of the proposal that may not fit into one of the above categories. This might include alternative approaches to providing renewable energy benefits.

3. BIOMASS

Each proposal shall contain the following sections and the contents as described below. If the proposal includes generation located at multiple sites, then each location should be described as a separate project.

1. Executive Summary

The Executive Summary section should provide an overall description of the proposal, including key features. It should include a general description of the location, business arrangement and financing of the proposal. If the proposal includes multiple locations, or substantially different biomass generation systems, each should be described as a separate project.

2. Project Description

This section should include a detailed description of the project, including:

- a. Generation equipment description,
- b. Description of fuel type and source,
- c. Location of project and site description,
- d. Energy analysis, and
- e. Local community sitting issues.

3. Generation Equipment Description:

Describe the proposed biomass generation equipment and how it will be operated and maintained. The information should include the manufacturer and model of the prime mover and electric generator, and any other relevant equipment information.

4. Description of fuel type and source:

Describe the type of fuel to be used in the project, the quantity of fuel available, any steps required to acquire the fuel and the energy value/content of the fuel.

5. Location of Project and Site Description:

SECTION VI- INDIVIDUAL PROJECTS

Provide details on where the project will be located. For evaluation purposes, strong preference will be given to projects that are within central and eastern Maryland. While DGS will consider all viable proposals, locations preferences are in the following order:

- (a) Eastern Maryland,
- (b) Central Maryland,
- (c) Elsewhere within the state of Maryland.

6. Energy Analysis:

Based upon site specific biomass production and equipment performance specifications, include an initial study of the energy production from the facility covering the listed items below. The basis for the energy production projections should include:

- (a) A calculation of gross monthly and annual energy production using the projected biomass available;
- (b) A calculation of energy losses. All sources of losses considered should be listed and individually quantified with a basis for the quantification provided;
- (c) A calculation of projected net energy output on a monthly basis; and
- (d) A guaranteed monthly net megawatt hour energy production.

7. Local Community Siting Issues:

The proposer should give a brief description of, and any plans for assessing, local community siting issues. If there have been any efforts to address any of these issues, a summary of these efforts should be included.

8. Proposer's Qualifications

This section should include, but not be limited to, the following information:

- (a) Corporate/business structure, including primary and secondary businesses;
- (b) Proposer's projects and independent power supply ventures participated in over the last ten years;
- (c) At least one contact (name and phone number) for each power supply venture (for reference purposes);
- (d) Description of any past, current or proposed litigation concerning power supply agreements; your proposed energy supply facility; and/or your ability to supply power under our proposed PPA; and
- (e) Separate descriptions, as appropriate, for each member if there is a consortium or partnership of two or more firms and the relationship between the entities for this Proposal.

9. Financial Considerations

The financial viability of any Proposal should be demonstrated to provide assurance that the proposer, as well as any firm(s) involved in the Proposal, has adequate financial strength.

SECTION VI- INDIVIDUAL PROJECTS

Financial strength is an indicator of the likelihood that the proposer is able to carry out the responsibilities of a supplier and that the energy will be available as projected. When requested by the state proposal must include the following financial information for each proposer/entity involved in the Proposal:

- (a) Current audited financial statements, including balance sheet, income statement, and statement of cash flows for each party (If audited financial statements are not available, a listing of assets, liabilities, profit and loss statement and cash flow must be provided); and
- (b) Description of project financing.
- (c) You may be required to provide security. Acceptable security includes:
 - a guaranty from a guarantor acceptable to DGS with an investment grade rating from S&P and/or Moody's or a letter of credit from a US bank acceptable to DGS with ratings of A- or higher from S&P and/or A3 from Moody's.

10. Power Supply Contract Duration, Pricing and Timing

This section should detail the Proposal's pricing and timing:

- (a) Price for delivered energy;
- (b) Date the facility will come on-line;
- (c) Anticipated amount of energy capable of being produced annually;
- (d) Anticipated amount of energy to be delivered by month; and
- (e) Anticipated guaranteed minimum energy production.

11. Price for Power:

DGS encourages creative pricing proposals. Prices should be stated in year of occurrence U.S. dollars. Pricing should be based upon proposer's receipt of all applicable federal and state tax credits that apply to the renewable energy generation source. Renewable energy certificates and emission credits associated with the energy from a project shall be considered in the pricing format. Creative proposals are encouraged, this may include pricing for energy and/or capacity on an on-peak and off-peak basis. The on-peak period will be from 8 AM until 8PM, Monday through Friday, excluding certain legal holidays.

12. Duration of Energy Supply Offer:

DGS is seeking the ability to draw upon biomass energy resources for a contract term of up to twenty years. If a proposer requires a different length contract, that should be presented as an alternative Proposal.

13. Timing of Energy Availability:

DGS is seeking resources to come on-line in calendar years 2010. Projects that can meet this time requirement will be given preference in the evaluation process, however projects that demonstrate innovative biomass electric generation will be considered regardless

SECTION VI- INDIVIDUAL PROJECTS

of on-line date. Projects that cannot meet the deadline may be considered separately on a case by case basis.

14. Transmission Plans

The Proposal should include a description of the means of delivering the energy to the transmission system, including any distribution system related issues, if applicable. This should include the location, route and voltage level of the transmission and/or distribution facilities. The proposer is responsible for all costs involved in interconnecting with the local utility. In the event there is any transmission studies required, either to interconnect the facility to the electrical grid, or to transmit the energy to the facility, the proposer will be responsible for those costs. Please outline the results of any contacts to date with the local utility or transmission provider concerning interconnection issues.

15. Regulatory and Environmental Compliance

The proposer is exclusively and entirely responsible for meeting and satisfying all federal, state and local permits, licenses, approvals and/or variances that are currently, or become in the future, required for the operation of the project and the delivery of energy in accordance with the PPA.

The proposer's facility operation records should be available for periodic inspection by DGS representatives or an agent of DGS for purposes of auditing environmental compliance, impact and safety. These records shall remain available throughout the term of the PPA and for five years thereafter.

16. Other Information

This section provides the opportunity to describe other aspects of the proposal that may not fit into one of the above categories. This might include alternative approaches to providing renewable energy benefits.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) - (5) above;

- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1) – (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug- related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
 - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic ____) (foreign __) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

**COMAR 21.07.01.25
CONTRACT AFFIDAVIT**

Exhibit _____

Bid Proposal # _____

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____

and the duly authorized representative of (business) _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic _____) (foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in the certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Signature)

(Authorized Representative and Affiant)

ATTACHMENT 3

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. 001IT816965, Comprehensive Utility Bill Management Services

Offer/Bid submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

Unless determined to be exempt, the Bidder/Offeror agrees to pay its employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not determined to be exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on State contract activities. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date